

Release Covenant, Employee & Employer

_____, Referred to as EMPLOYEE, and _____,
referred to as EMPLOYER, agree:

The parties entered into an employment contract on _____, with a stated term beginning on _____ and terminating on _____.

The parties desire to enter into a full and final settlement of the obligations under the contract, and in consideration of the mutual covenants and obligations and other considerations, the receipt and sufficiency of which is acknowledged herewith:

Jointly release one another from all claims from the beginning of time until the present.

Nevertheless the following new agreement shall continue in full force and effect:

For a period of _____ months from this date, EMPLOYEE shall not engage in the business of _____ in the following territory:

_____.

Whether as a proprietor, employee, shareholder, consultant or in any other capacity.

The parties agree that the damages, which may be suffered by the EMPLOYER, are difficult to fix, and which damages may be irreparable, and the parties specifically agree that this covenant may be specifically enforced.

This is the entire agreement between the parties, and there are no agreements not expressed herein, and this agreement may be only modified in writing executed by the parties hereto.

Dated: _____

By Employee or Contractor

By Employer

Release Covenant, Employee & Employer Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This Release Covenant is a small simple legal utility to get signed upon the termination or cessation of services of employees, contractors, or similar suppliers that have significant ties to your form. In the Business Agreement area we have more detailed and complex releases. But, they are often more off putting to the signer. This is a simpler agreement that is less threatening but quite protective in an overall sense.

1. Keep blank copies in your termination files. Make a copy for the recipient; keep one in their file; and one in the corporate file.
2. From the Employee's point of view, unless you intend to bring suit against your Employer, signing this document releases you as well and ends your relationship on a solid legal footing.
3. While first impressions are important, terminated or resigning employees should remember that last impressions are equally important. Some day you will want a recommendation from former employers; the better your last impression, the better the chance for a positive outcome in their recommendation for you.